

REMARKS / DISCUSSION OF ISSUES

Claims 1-16 and 18 are pending in the application; claim 17 is canceled herein.

The applicants thank the Examiner for acknowledging the claim for priority and receipt of certified copies of all the priority document(s), and for determining that the drawings are acceptable.

The Office action rejects claims 1-2, 4-16, and 18 under 35 U.S.C. 102(e) over Inoue et al. (USPA 2003/0028622, hereinafter Inoue). The applicants respectfully disagree with this rejection.

MPEP 2131 states:

"A claim is anticipated only if *each and every element* as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)... "The *identical invention* must be shown in as *complete detail* as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Inoue fails to teach decomposing a usage right into a set of partial rights, and fails to teach separately signing each one of the set of partial rights, as specifically claimed in claim 1, upon which claims 2-14 depend. Claim 16 includes similar features.

The Office action asserts that Inoue teaches decomposing a usage right into a set of partial rights because Inoue teaches a management server that issues licenses that enables playback of content based on usage rules. The applicants respectfully disagree with this assertion.

The Office action also asserts that Inoue teaches separately signing each one of the set of partial rights because Inoue teaches that the management server manages usage rules that govern the content use by different terminals or devices. The applicants respectfully disagree with this assertion as well.

The Examiner's attention is requested to the definition of decomposition: "to separate into constituent parts or elements or into simpler compounds <*decompose* water by electrolysis>" (Webster's New Collegiate Dictionary; copy of copyright page and page 294 attached). Inoue does not teach separating a usage right into constituent partial rights, and Inoue's management of usage rules that govern the content use by different terminals is not equivalent to a decomposition of a usage right into a set of partial rights, as claimed by the applicants.

As taught by Inoue, a ticket producing unit issues a license to content material based on a given usage rule. To provide parental control, a parent terminal can also place restrictions on content usage by a child terminal.

"On receiving, from the parent terminal (6), a content request made by a user of the child terminal (7) for content use, the ticket producing unit (54) adds a restriction shown in the stored parental information for the child terminal (7) to a usage rule shown in the stored rule information for the child terminal (7) to produce a new usage rule, produces a license ticket that permits content use under the new usage rule, and sends the license ticket to the parent terminal (6)." (Inoue's Abstract.)

The applicants respectfully note that the creation and issuance of the license in Inoue does not involve decomposing a usage right into a set of partial rights. In Inoue, the parent's right is not decomposed into a set of partial rights in order to grant the child license. Inoue does not teach creating a set of partial rights by decomposing the parent's usage right, and the Office action fails to identify a set of elements in Inoue that corresponds to a set of partial rights.

Inoue also does not teach that each partial right of a set of partial rights is signed. Even if one assumes in argument that the ticket that is issued by Inoue's ticket producing unit might be signed, this ticket is not a partial right of a set of partial rights. Absent an identification of a set of elements formed by decomposing a usage right in Inoue, it cannot be said that each of the elements in such a set is taught by Inoue to be signed.

Further, even assuming in argument that the Examiner's assertion that "a management server that manages usage rules that govern the content use by different terminals of devices is a functional equivalent of division of rights and authentication of rights by the license management server" is true, this statement does not identify where Inoue teaches separating a usage right into a set of partial rights and subsequently signing each of the set of partial rights, as claimed in claims 1 and 16. Accordingly, the applicants respectfully maintain that the rejection of claims 1-2, 4-14 and 16 under 35 U.S.C. 102(e) over Inoue is unfounded, per MPEP 2131, and should be withdrawn.

Inoue also fails to teach a client system with handling means for a usage right associated with a content item, wherein the usage right is a set of individually signed partial rights, and fails to teach a client system arranged to verify individually and handle individually the partial rights, as specifically claimed in claim 15.

The Office action fails to identify where Inoue teaches a usage right that is a set of individually signed rights. As noted above, even assuming in argument that the Examiner's assertion that "a management server that manages usage rules that govern the content use by different terminals of devices is a functional equivalent of division of rights and authentication of rights by the license management server" is true, this statement does not identify where Inoue teaches a usage right that is a set of individually signed rights, as claimed in claim 15. Accordingly, the applicants respectfully maintain that the rejection of claim 15 under 35 U.S.C. 102(e) over Inoue is unfounded, per MPEP 2131, and should be withdrawn.

Inoue fails to teach a device that is able to handle a usage right associated with a content item that has been split into partial rights each of the partial rights having a digital signature, as specifically claimed in claim 18.

The Office action fails to identify where Inoue teaches a usage right that has been split into partial rights, each of which having a digital signature. As noted above, even assuming in argument that the Examiner's assertion that "a management server that manages usage rules that govern the content use by different terminals of devices is a functional equivalent of division of rights and authentication of rights by the license management server" is true, this statement does not identify where Inoue teaches a usage right that has been split into partial rights, each of which is digitally signed, as claimed in claim 18. Accordingly, the applicants respectfully maintain that the rejection of claim 18 under 35 U.S.C. 102(e) over Inoue is unfounded, per MPEP 2131, and should be withdrawn.

The Office action rejects claim 3 under 35 U.S.C. 103(a) over Inoue and Ishibashi (USP 7,353,541). The applicants respectfully traverse this rejection.

In KSR Int'l. Co. v. Teleflex, Inc., the Supreme Court noted that the analysis supporting a rejection under 35 U.S.C. 103(a) should be made explicit, and that it is "important to identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the [prior art] elements" in the manner claimed:

"Often, it will be necessary ... to look to interrelated teachings of multiple patents; the effects of demands known to the design community or present in the marketplace; and the background knowledge possessed by a person having ordinary skill in the art, all in order to determine whether there was an **apparent reason** to combine the known elements in the fashion claimed by the patent at issue. To facilitate review, this analysis **should be made explicit.**" KSR, slip op. at 14 (emphasis added).

The Office action fails to provide an apparent reason why one of skill in the art would combine Inoue and Ishibashi in the fashion claimed by the applicants. The Office action notes that such combining "could be performed readily and easily by any person of ordinary skill in the art", but fails to provide an explicit analysis that demonstrates that there was an apparent reason to perform this combination. The relative ease or difficulty associated with creating a combination does not provide a basis for concluding that one of skill in the art would have an apparent reason to create the combination, and does not provide a basis for concluding that the

combining of these two references would lead to a combination of the elements in the fashion claimed by the applicants.

Even assuming in argument that one of skill in the art would have an apparent reason to combine these references, the applicants respectfully note that claim 3 is dependent upon claim 1, and in this rejection, the Office action relies on Inoue for teaching the elements of claim 1. As noted above, Inoue fails to teach the elements of claim 1. Further, the Office action asserts that Inoue discloses "one of the partial rights associated with the content item comprises one of a render right, a transfer right, an offer right, a derivative work right, and a utility right" (Office action, page 9, last partial paragraph), but fails to identify where Inoue provides this teaching.

Because the Office action fails to identify an apparent reason to combine the known elements in the fashion claimed by the applicants, and fails to identify where Inoue discloses the elements of claim 3, and because Inoue fails to disclose the elements of claim 1, upon which claim 3 depends, as asserted in the Office action, the applicants respectfully maintain that the rejection of claim 3 under 35 U.S.C. 103(a) over Inoue and Ishibashi is unfounded, and should be withdrawn.

In view of the foregoing, the applicants respectfully request that the Examiner withdraw the objection(s) and/or rejection(s) of record, allow all the pending claims, and find the application in condition for allowance. If any points remain in issue that may best be resolved through a personal or telephonic interview, the Examiner is respectfully requested to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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